

AGENDA ITEM 30

Consider awarding, rejecting or extending bid for Capital Metro BGA 2000/2001 projects.

Moved: **Commissioner Boatright**

Seconded: **Judge Doerfler**

Motion: To award the bid contract for Capital Metro BGA 2000/2001 projects to J. D. Ramming Paving Company for the base bid and the alternate bid in the amount of \$224,790.10.

Vote: **5 - 0**

< Attachment >

**JAY ENGINEERING COMPANY, INC.**

**PMB 503, 8650 Spicewood Springs Road, Suite 145
Austin, TX 78759-4399 (512) 259-3682 Fax 259-8016**

January 25, 2001

VIA FACSIMILE @ 260-4284

Greg Boatright, Commissioner
Williamson County Precinct Two
350 Discovery Blvd., Suite 201
Cedar Park, Texas 78613

Re: 2000/2001 Paving Improvements
Letter of Award Recommendation

Dear Mr. Boatright:

Bids were publicly opened and read on January 23, 2001 for the above referenced project. As reflected on the attached Bid Tabulation, four (4) responsive bids were received. The lowest responsive, responsible bidder was J.D. Ramming Paving Co., Inc. We have contacted this bidder to confirm he wants the contract at the amount bid.

The low bidder is capable of satisfactorily performing the work. Recent reductions in Hot Mix Asphaltic Concrete prices resulted in the low bid that was 18-percent below our estimate. Funds are available for all work bid, Base and Alternate. This low bid is therefore well within the budget.

As a result of our evaluation, we hereby recommend Williamson County award a construction contract to J.D. Ramming Paving Co., Inc. in the amount of \$224,790.10 for all Base and Alternate Bid work, with final amounts dependent on the actual installed quantities.

Please call if you should have any questions in this regard.

Sincerely,

Frederick A. Jay, P.E.

FAJ/s
Attachment

Copy: Williamson County Auditor's Office
Via Fax @ 943-1567 Ginny Atkinson

pn:118-011-20

Engineer: Jay Engineering Co Inc
Checked By: Frank T. Phelan, E.I.T.

PROPOSAL

TO

WILLIAMSON COUNTY, TEXAS

FOR

2000-01 PAVING IMPROVEMENTS

Date: 1-23, 2001

Proposal of Asphalt Paving Co. of Austin (hereinafter called "Bidder") a (proprietorship)(corporation) organized and doing business under the laws of the State of TEXAS to Williamson County, Texas (hereinafter named "County" or "Owner"):

GENTLEMEN:

The Bidder, in compliance with your advertisement and Instructions to Bidders for construction of the 2000-01 PAVING IMPROVEMENTS - WILLIAMSON COUNTY PRECINCT TWO ("Project"); having examined the drawings and technical specifications with related documents, the site of the proposed work, and being familiar with all the conditions and requirements for construction of the proposed Project, including the availability of labor, materials and equipment for proper prosecution of the work, hereby proposes to furnish all labor, materials, plant and equipment to construct the Project in strict accordance with the Contract Documents and Specifications, within the time set forth herein and at the price(s) stated in the following schedule. The stated prices are sufficient to cover all expenses incurred in performing the work required under the Contract Documents of which this Proposal is a part.

Bidder acknowledges receipt of the following Addenda, as evidenced by the authorized signature(s) following:

ADDENDUM NO. 1 BY: 1-18-01

ADDENDUM NO. _____ BY: _____

ADDENDUM NO. _____ BY: _____

CP-1

BIDDERS MUST ACKNOWLEDGE RECEIPT OF THIS ADDENDUM IN THE SPACE PROVIDED ON SHEET CP-1 OF THE CONTRACTOR'S PROPOSAL.

2000/2001 Paving Improvements
Williamson County – Precinct Two

ADDENDUM NO.1

January 18, 2001

Bid Opening 10:00 AM, January 23, 2001

To all Bidders: Please note the following changes in the Contract Documents for this project:

Item No. 1 – The following will replace Sections 24, 26 and 27 of the General Conditions of the Contract Documents:

Payments: Upon the issuance of the Certificate of Completion, the Engineer shall proceed to make final measurements and prepare a statement of the value of all work performed and materials furnished under the terms of the Agreement and shall certify same to the County. Payments shall be made by check from the County upon satisfactory delivery and acceptance of items and submission of the Invoice to the ordering department in accordance with the Prompt Payment Act. For purposes of payment discounts, time will begin upon satisfactory delivery of goods and/or submission of acceptable invoice, whichever is last. Partial payments will not be made unless specifically requested and approved by the County prior to contract award. As a minimum, invoices shall include:

1. Name, address and telephone number of Contractor and similar information in the event the payment is to made to a different address
2. County Contract, Purchase Order, and/or delivery order number
3. Identification of items or service as outlined in the contract
4. Quantity or quantities, applicable unit prices, total prices, and total amount
5. Any additional payment information, which may be called for by the contract.

Payment inquiries should be directed to the Auditor's Office, Accounts Payable Department: Donna McKittrick, 943-1558 or Kathy Blankenship, 943-1557.

BIDDERS MUST ACKNOWLEDGE RECEIPT OF THIS ADDENDUM IN THE SPACE PROVIDED ON SHEET CP-1 OF THE CONTRACTOR'S PROPOSAL.

BID SCHEDULE

<u>Item No.</u>	<u>Quantity</u>	<u>Unit</u>	<u>Description of Item and Unit Price of Item in Words</u>	<u>Unit Price</u>	<u>Total Item Cost</u>
<u>BASE BID ITEMS</u>					
1.	1	LS	Install and Maintain Traffic Control Plan per MUTCD, as Approved, Complete for the Lump Sum Amount of <u>Ten Thousand</u> Dollars and <u>NO</u> Cents.	<u>\$ 10,000.⁰⁰</u>	<u>\$ 10,000.⁰⁰</u>
2.	3	EA	Project Signs, Installed as Directed and Removed at Project Completion, Complete in Place per Each, for <u>Six Hundred</u> Dollars and <u>NO</u> Cents.	<u>\$ 600.⁰⁰</u>	<u>\$ 1,800.⁰⁰</u>
3.	10	Tons	HMAC (Type D) Levelup as Full Compensation for All Required Levelup on Project, complete and in place per Ton for <u>Sixty</u> Dollars and <u>NO</u> Cents.	<u>\$ 60.⁰⁰</u>	<u>\$ 600.⁰⁰</u>
4.	62,435	SY	1-1/2-inch Hot Mix Asphaltic Concrete (HMAC) Overlay (Type D), as Shown on Drawing Sheets 2-8, complete and in place per Square Yard for <u>Three</u> Dollars and <u>Thirty Three</u> Cents.	<u>\$ 3.³³</u>	<u>\$ 207,908.⁵⁵</u>
<u>TOTAL BASE BID AMOUNT</u>					<u>\$ 220,308.⁵⁵</u>

Item No.	Quantity	Unit	Description of Item and Unit Price of Item in Words	Unit Price	Total Item Cost
ALTERNATE BID ITEMS					
1A.	5,497	SY	1-1/2-inch Hot Mix Asphaltic Concrete (HMAC) Overlay (Type D) as Shown on Drawing Sheet 9, complete and in place per Square Yard for <u>Three</u> Dollars and <u>Thirty Three</u> Cents.	\$ <u>3.³³</u>	\$ <u>18,305.⁰¹</u>
2A.	2,000	SY	1-1/2-inch Hot Mix Asphaltic Concrete (HMAC) Overlay (Type D) in Adjacent Locations as Directed, complete and in place per Square Yard for <u>Three</u> Dollars and <u>Thirty Three</u> Cents.	\$ <u>3.³³</u>	\$ <u>6,660.⁰⁰</u>
3A.	8,340	LF	Pavement Markings (Type 1), Double 4-inch Yellow, Solid, complete in place per Linear Foot for <u>NO</u> Dollars and <u>Sixty</u> Cents.	\$ <u>.60</u>	\$ <u>5,004.⁰⁰</u>
4A.	2,240	LF	Pavement Markings (Type 1), Single 4-inch White, Solid, complete in place per Linear Foot for <u>NO</u> Dollars and <u>Thirty</u> Cents.	\$ <u>.30</u>	\$ <u>672.⁰⁰</u>
5A.	16,680	LF	Pavement Markings (Type 1), Single 4-inch White, Broken, complete in place per Linear Foot for <u>NO</u> Dollars and <u>Thirty</u> Cents.	\$ <u>.30</u>	\$ <u>5,004.⁰⁰</u>

Item No.	Quantity	Unit	Description of Item and Unit Price of Item in Words	Unit Price	Total Item Cost
6A.	417	EA	Raised Pavement Markers, Class B, Type 2-A-A, Yellow, complete in place Per Each for <u>Three</u> Dollars and <u>NO</u> Cents.	\$ <u>3.⁰⁰</u>	\$ <u>1,251.⁰⁰</u>
7A.	25	EA	Raised Pavement Markers, Class B, Type 2-B-B, Blue, complete in place Per Each for <u>Four</u> Dollars and <u>NO</u> Cents.	\$ <u>4.⁰⁰</u>	\$ <u>100.⁰⁰</u>
8A.	417	EA	Raised Pavement Markers, Class B, Type 1-C, White, complete in place Per Each for <u>Three</u> Dollars and <u>NO</u> Cents.	\$ <u>3.⁰⁰</u>	\$ <u>1,251.⁰⁰</u>

TOTAL ALTERNATE BID AMOUNT \$ 38,247.⁰¹

TOTAL BASE AND ALTERNATE BID AMOUNT \$ 258,535.⁵⁶

Bidder hereby agrees to commence work under this contract on or before a date to be specified in a written "Notice to Proceed" from the County and to fully complete the project within sixty (60) calendar days, BASE BID AND ALTERNATE BID work, as awarded.

Upon receipt of a written notice to the acceptance of this bid, Bidder will execute the formal contract Agreement within ten (10) days and shall deliver the Surety Bonds and Insurance Certificate as required by the Instructions to Bidders.

Bid security as required by the Instructions to Bidders in the sum of Fifteen Thousand
Fifty and 43/100ths (or 5% of the Base Bid)
(\$ 11,015.43) is hereto attached.

The bid security is to become the property of the Owner in the event the Proposal is accepted by the County and the Agreement and bond are not executed within the time above set forth, as liquidated damages for the delay and additional expense to the County caused thereby.

Respectfully Submitted,

By [Signature]
Title V.P.

(Corporate Seal,
if applicable)

Asphalt Paving Co. of Austin
Business Name

P.O. Box 1648

Buda, TX 78610
Address

(512) 312-1666
Telephone

COMMERCIAL INDEMNITY

Insurance Company

BID BOND

BOND NUMBER BD44846**KNOW ALL MEN BY THESE PRESENTS:**

THAT Asphalt Paving Company of Austin, Inc., P.O. Box 1649, Austin, Texas 78610 as Principal, and **COMMERCIAL INDEMNITY INSURANCE COMPANY**, as Surety, are held and firmly bound unto Williamson County, 1710 Main Street, Suite 303, Georgetown, Texas 78626 as Obligee, in the full and just sum of Five (5%) Percent of the Amount Bid lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal is hereby submitting its proposal for 2000 - 2001 Paving Improvements - Williamson County Precinct Two .

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the aforesaid Principal shall be awarded the contract the said Principal will, within the time required, enter into a formal contract and give a good and sufficient bond to secure the performance of the terms and conditions of the contract, then this obligation to be void; otherwise, the Principal and Surety will pay unto the Obligee the difference in money between the amount of the bid of the said Principal and the amount for which the Obligee legally contracts with another party to perform the work if the latter amount be in excess of the former, but in no event shall liability hereunder exceed the penal sum hereof.

Signed, sealed and delivered 22nd day of January, 2001.

Asphalt Paving Company of Austin, Inc.

PRINCIPAL

By  (SEAL)**COMMERCIAL INDEMNITY INSURANCE COMPANY**By  (SEAL)
John W. Schuler, ATTORNEY-IN-FACT

KNOW ALL MEN BY THESE PRESENTS:

That the Commercial Indemnity Insurance Company, a Corporation duly organized and existing under the laws of the State of Texas, having its principal office in Austin, Texas, pursuant to the following resolution, adopted by the Board of Directors of the said Company on the 7th day of April, 1999, to wit:

"Resolved, that any officer of the Company shall have authority to make, execute and deliver a Power of Attorney constituting as Attorney-In-Fact, such persons, firms, or corporations as may be selected from time to time.

Be It Further Resolved, that the signature of any officer and the Seal of the Company may be affixed to any such Power of Attorney or any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such powers so executed and certified by facsimile signature or facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached." Commercial Indemnity Insurance Company does hereby make, constitute and appoint:

John W. Schuler

State of Texas its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred in its name, place and stead, to sign, execute, acknowledge and deliver in its behalf, and its act and deed, as follows:

The Obligation of the Company under this power of attorney shall not exceed one million (\$1,000,000.00) Dollars.

And to bind Commercial Indemnity Insurance Company thereby as fully and to the same extent as if such bond or undertaking was signed by the duly authorized officer of the Commercial Indemnity Insurance Company, and all the acts of said Attorney(s) pursuant to the authority herein given, are hereby ratified and confirmed.

IN WITNESS WHEREOF, the Commercial Indemnity Insurance Company has caused these presents to be signed by any officer of the Company and its Corporate Seal to be hereto affixed.

State of Texas
County of Travis



John W. Schuler
John W. Schuler, President

On this 7th day of April, in the year 1999, before me Sandra L. Denton, a notary public, personally appeared John W. Schuler, personally known to me to be the person who executed the within instrument as President, on behalf of the Corporation therein named and acknowledged to me that the Corporation executed it.

Sandra L. Denton



Commission Expires 8-26-2000

Sandra L. Denton, Notary Public

CERTIFICATE

I, the undersigned, Secretary of Commercial Indemnity Insurance Company, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney and Certificate of Authority remains in full force and has not been revoked:

Signed and Sealed at the said Company at Austin, Texas dated this 22nd day of January, 2001.



Joel T. Massey
Joel T. Massey, Secretary

PROPOSAL
TO
WILLIAMSON COUNTY, TEXAS
FOR
2000-01 PAVING IMPROVEMENTS

Date: January 23, 2001

Proposal of Austin Bridge + Road (hereinafter called "Bidder") a
(proprietorship)(corporation) organized and doing business under the laws of the State of Texas
to Williamson County, Texas (hereinafter named "County" or "Owner"):

GENTLEMEN:

The Bidder, in compliance with your advertisement and Instructions to Bidders for construction of the 2000-01 PAVING IMPROVEMENTS – WILLIAMSON COUNTY PRECINCT TWO ("Project"); having examined the drawings and technical specifications with related documents, the site of the proposed work, and being familiar with all the conditions and requirements for construction of the proposed Project, including the availability of labor, materials and equipment for proper prosecution of the work, hereby proposes to furnish all labor, materials, plant and equipment to construct the Project in strict accordance with the Contract Documents and Specifications, within the time set forth herein and at the price(s) stated in the following schedule. The stated prices are sufficient to cover all expenses incurred in performing the work required under the Contract Documents of which this Proposal is a part.

Bidder acknowledges receipt of the following Addenda, as evidenced by the authorized signature(s) following:

ADDENDUM NO. <u>1</u>	BY: <u>Ken Dea</u>
ADDENDUM NO. _____	BY: _____
ADDENDUM NO. _____	BY: _____

2000/2001 Paving Improvements
Williamson County – Precinct Two

ADDENDUM NO.1

January 18, 2001

Bid Opening 10:00 AM, January 23, 2001

To all Bidders: Please note the following changes in the Contract Documents for this project:

Item No. 1 – The following will replace Sections 24, 26 and 27 of the General Conditions of the Contract Documents:

Payments: Upon the issuance of the Certificate of Completion, the Engineer shall proceed to make final measurements and prepare a statement of the value of all work performed and materials furnished under the terms of the Agreement and shall certify same to the County. Payments shall be made by check from the County upon satisfactory delivery and acceptance of items and submission of the Invoice to the ordering department in accordance with the Prompt Payment Act. For purposes of payment discounts, time will begin upon satisfactory delivery of goods and/or submission of acceptable invoice, whichever is last. Partial payments will not be made unless specifically requested and approved by the County prior to contract award. As a minimum, invoices shall include:

1. Name, address and telephone number of Contractor and similar information in the event the payment is to be made to a different address
2. County Contract, Purchase Order, and/or delivery order number
3. Identification of items or service as outlined in the contract
4. Quantity or quantities, applicable unit prices, total prices, and total amount
5. Any additional payment information, which may be called for by the contract.

Payment inquiries should be directed to the Auditor's Office, Accounts Payable Department: Donna McKittrick, 943-1558 or Kathy Blankenship, 943-1557.

BIDDERS MUST ACKNOWLEDGE RECEIPT OF THIS ADDENDUM IN THE SPACE PROVIDED ON SHEET CP-1 OF THE CONTRACTOR'S PROPOSAL.

BID SCHEDULE

<u>Item No.</u>	<u>Quantity</u>	<u>Unit</u>	<u>Description of Item and Unit Price of Item in Words</u>	<u>Unit Price</u>	<u>Total Item Cost</u>
<u>BASE BID ITEMS</u>					
1.	1	LS	Install and Maintain Traffic Control Plan per MUTCD, as Approved, Complete for the Lump Sum Amount of <u>Six Thousand</u> Dollars and <u>Zero</u> Cents.	\$ <u>6000⁰⁰</u>	\$ <u>6000.00</u>
2.	3	EA	Project Signs, Installed as Directed and Removed at Project Completion, Complete in Place per Each, for <u>Five Hundred</u> Dollars and <u>Zero</u> Cents.	\$ <u>500⁰⁰</u>	\$ <u>1500.00</u>
3.	10	Tons	HMAC (Type D) Levelup as Full Compensation for All Required Levelup on Project, complete and in place per Ton for <u>Two Hundred</u> Dollars and <u>Zero</u> Cents.	\$ <u>200⁰⁰</u>	\$ <u>2000⁰⁰</u>
4.	62,435	SY	1-1/2-inch Hot Mix Asphaltic Concrete (HMAC) Overlay (Type D), as Shown on Drawing Sheets 2-8, complete and in place per Square Yard for <u>Three</u> Dollars and <u>Thirty</u> Cents.	\$ <u>3³⁰</u>	\$ <u>206,035.50</u>
<u>TOTAL BASE BID AMOUNT</u>				\$ <u>215,535.50</u>	

Item No.	Quantity	Unit	Description of Item and Unit Price of Item in Words	Unit Price	Total Item Cost
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ALTERNATE BID ITEMS

1A.	5,497	SY	1-1/2-inch Hot Mix Asphaltic Concrete (HMAC) Overlay (Type D) as Shown on Drawing Sheet 9, complete and in place per Square Yard for <u>Three</u> Dollars and <u>Thirty</u> Cents.	\$ <u>3³⁰</u>	\$ <u>18,140.10</u>
2A.	2,000	SY	1-1/2-inch Hot Mix Asphaltic Concrete (HMAC) Overlay (Type D) in Adjacent Locations as Directed, complete and in place per Square Yard for <u>Three</u> Dollars and <u>Sixty Five</u> Cents.	\$ <u>3⁶⁵</u>	\$ <u>7,300.00</u>
3A.	8,340	LF	Pavement Markings (Type 1), Double 4-inch Yellow, Solid, complete in place per Linear Foot for <u>Zero</u> Dollars and <u>Fifty Six</u> Cents.	\$ <u>⁵⁶</u>	\$ <u>4,670.40</u>
4A.	2,240	LF	Pavement Markings (Type 1), Single 4-inch White, Solid, complete in place per Linear Foot for <u>Zero</u> Dollars and <u>Twenty Eight</u> Cents.	\$ <u>²⁸</u>	\$ <u>627.20</u>
5A.	16,680	LF	Pavement Markings (Type 1), Single 4-inch White, Broken, complete in place per Linear Foot for <u>0 - Zero</u> Dollars and <u>Twenty Two</u> Cents.	\$ <u>1²²</u>	\$ <u>3,669.60</u>

Item No.	Quantity	Unit	Description of Item and Unit Price of Item in Words	Unit Price	Total Item Cost
6A.	417	EA	Raised Pavement Markers, Class B, Type 2-A-A, Yellow, complete in place Per Each for <u>Two</u> Dollars and <u>Ninety-Four</u> Cents.	<u>\$ 2⁹⁴</u>	<u>\$ 1225.98</u>
7A.	25	EA	Raised Pavement Markers, Class B, Type 2-B-B, Blue, complete in place Per Each for <u>Four</u> Dollars and <u>Twenty</u> Cents.	<u>\$ 4²⁰</u>	<u>\$ 105.00</u>
8A.	417	EA	Raised Pavement Markers, Class B, Type 1-C, White, complete in place Per Each for <u>Three</u> Dollars and <u>No</u> Cents.	<u>\$ 3⁰⁰</u>	<u>\$ 1,251.00</u>

TOTAL ALTERNATE BID AMOUNT \$ 36,989.28

TOTAL BASE AND ALTERNATE BID AMOUNT \$ 252,524.78

Bidder hereby agrees to commence work under this contract on or before a date to be specified in a written "Notice to Proceed" from the County and to fully complete the project within sixty (60) calendar days, BASE BID AND ALTERNATE BID work, as awarded.

Upon receipt of a written notice to the acceptance of this bid, Bidder will execute the formal contract Agreement within ten (10) days and shall deliver the Surety Bonds and Insurance Certificate as required by the Instructions to Bidders.

Bid security as required by the Instructions to Bidders in the sum of 5% of Greatest
Amount Bid

(\$ _____) is hereto attached.

The bid security is to become the property of the Owner in the event the Proposal is accepted by the County and the Agreement and bond are not executed within the time above set forth, as liquidated damages for the delay and additional expense to the County caused thereby.

Respectfully Submitted,

By 

Title Estimating Mgr.

(Corporate Seal,
if applicable)

Austin Bridge + Road
Business Name

12112 Volente Rd

Austin, Tx. (512) 835-1608
Address

Telephone

British American Insurance Company

P.O. BOX 1590 / 3535 TRAVIS STREET, SUITE 300 / DALLAS, TEXAS 75221 / (214) 559-4887 / (800) 964-4242

BID BOND

Amount \$

Know All Men By These Presents,

That we, AUSTIN BRIDGE & ROAD, INC. (hereinafter called the "Principal"), as Principal, and the BRITISH AMERICAN INSURANCE COMPANY, Dallas, Texas, a corporation duly organized under the laws of the State of Texas, (hereinafter called the "Surety"), as Surety, are held and firmly bound unto Williamson County, (hereinafter called the "Obligee"), in the sum of Five Percent of the Greatest Amount Bid.

DOLLARS
(\$ 5% GAB). for the payment of which sum, well and truly to be made, we, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid, dated January 22nd 19 2001, for 2000-01 Paving Improvements, Williamson County, Texas- Precinct Two.

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with such bid and give bond with good and sufficient surety for the faithful performance of such Contract, or in the event of the failure of the Principal to enter into such Contract and give such bond, if the Principal shall pay to the Obligee the difference, not to exceed the penalty hereof, between the amount specified in said bid and the amount for which the Obligee may legally contract with another party to perform the work covered by said bid, if the later amount be in excess of the former, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 22nd day of JANUARY, 19 2001

AUSTIN BRIDGE & ROAD, INC.

Principal

By: R. J. EST. MGR.

FRANK SIDDONS INSURANCE
P. O. BOX 164077
AUSTIN, TEXAS 78733
512-481-1733

BRITISH AMERICAN INSURANCE COMPANY

By: Robert C. Luhn
Attorney-in-Fact

Bond Number 091200-396

MS-176 (Rev. 9-90)

BRITISH AMERICAN INSURANCE COMPANY
Corporate Headquarters, 3535 Travis, Suite 300, Dallas, Texas 75204

POWER OF ATTORNEY**KNOW ALL MEN BY THESE PRESENTS:**

That **BRITISH AMERICAN INSURANCE COMPANY**, a Texas corporation, does hereby appoint:

-- Robert C. Fricke, Robert C. Siddons, Steven B. Siddons, James F. Siddons, Linda Edwards, Bettye Ann Rogers: of Austin, Texas --

its true and lawful Attorney(s)-in-Fact, with full authority to execute on its behalf bonds, undertakings, recognizance and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business, and to bind the company thereby.

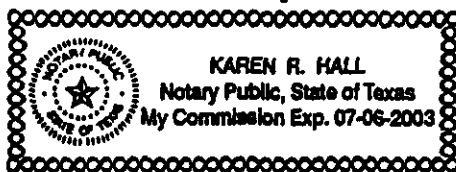
IN WITNESS WHEREOF, British American Insurance Company has executed these presents

this 4th day of February, 2000.


Paul W. Hill, President

STATE OF TEXAS §
COUNTY OF DALLAS §

On this 4th day of February, 2000, before me came the above named officer of British American Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of said corporation thereto by authority of his office.




Notary Public In and For the State of Texas

CERTIFICATE

The appointment is made under the authority of the following resolution, adopted by the Executive Committee of the Board of Directors of British American Insurance Company at a meeting held on the 25th of March, 1980.

"RESOLVED, that the President shall be and is hereby vested with the full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

1. Attorney-in-Fact may be given full power and authority as outlined in the Power of Attorney for and in the name of and on behalf of the Company to execute, acknowledge and deliver fidelity and surety bonds and other bonds, consents of surety, consents to modifications of surety contracts as may be required in the ordinary course of business, all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary.
2. The facsimile signatures of the officers and the seal of the Company shall be valid and binding upon the Company in the execution, attestation and sealing of any instrument appointing an Attorney-in-Fact."

I, Dawn Knight, Assistant Secretary of British American Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said Company, which is still in force and effect; and, furthermore, the resolution of the Executive Committee of the Board of Directors, as set forth in the Power of Attorney, is now in force.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the corporation

this 22 day of January, 2001.


Dawn Knight, Assistant Secretary

PROPOSAL
TO
WILLIAMSON COUNTY, TEXAS
FOR
2000-01 PAVING IMPROVEMENTS

Date: January 23, 2001

Proposal of J.D. Ramming Paving Co, Inc (hereinafter called "Bidder") a
(proprietorship)(corporation) organized and doing business under the laws of the State of Texas
to Williamson County, Texas (hereinafter named "County" or "Owner"):

GENTLEMEN:

The Bidder, in compliance with your advertisement and Instructions to Bidders for construction of the
2000-01 PAVING IMPROVEMENTS - WILLIAMSON COUNTY PRECINCT TWO ("Project"); having
examined the drawings and technical specifications with related documents, the site of the proposed
work, and being familiar with all the conditions and requirements for construction of the proposed Project,
including the availability of labor, materials and equipment for proper prosecution of the work, hereby
proposes to furnish all labor, materials, plant and equipment to construct the Project in strict accordance
with the Contract Documents and Specifications, within the time set forth herein and at the price(s) stated
in the following schedule. The stated prices are sufficient to cover all expenses incurred in performing
the work required under the Contract Documents of which this Proposal is a part.

Bidder acknowledges receipt of the following Addenda, as evidenced by the authorized signature(s)
following:

ADDENDUM NO. 1 BY: Don K. Lundberg
ADDENDUM NO. _____ BY: _____
ADDENDUM NO. _____ BY: _____

2000/2001 Paving Improvements
Williamson County – Precinct Two

ADDENDUM NO.1

January 18, 2001

Bid Opening 10:00 AM, January 23, 2001

To all Bidders: Please note the following changes in the Contract Documents for this project

Item No. 1 – The following will replace Sections 24, 28 and 27 of the General Conditions of the Contract Documents:

Payments: Upon the issuance of the Certificate of Completion, the Engineer shall proceed to make final measurements and prepare a statement of the value of all work performed and materials furnished under the terms of the Agreement and shall certify same to the County. Payments shall be made by check from the County upon satisfactory delivery and acceptance of items and submission of the Invoice to the ordering department in accordance with the Prompt Payment Act. For purposes of payment discounts, time will begin upon satisfactory delivery of goods and/or submission of acceptable invoice, whichever is last. Partial payments will not be made unless specifically requested and approved by the County prior to contract award. As a minimum, invoices shall include:

1. Name, address and telephone number of Contractor and similar information in the event the payment is to made to a different address
2. County Contract, Purchase Order, and/or delivery order number
3. Identification of items or service as outlined in the contract
4. Quantity or quantities, applicable unit prices, total prices, and total amount
5. Any additional payment information, which may be called for by the contract.

Payment inquiries should be directed to the Auditor's Office, Accounts Payable Department: Donna McKittrick, 943-1558 or Kathy Blankenship, 943-1557.

BIDDERS MUST ACKNOWLEDGE RECEIPT OF THIS ADDENDUM IN THE SPACE PROVIDED ON SHEET CP-1 OF THE CONTRACTOR'S PROPOSAL.

BID SCHEDULE

<u>Item No.</u>	<u>Quantity</u>	<u>Unit</u>	<u>Description of Item and Unit Price of Item in Words</u>	<u>Unit Price</u>	<u>Total Item Cost</u>
<u>BASE BID ITEMS</u>					
1.	1	LS	Install and Maintain Traffic Control Plan per MUTCD, as Approved, Complete for the Lump Sum Amount of <u>Six Thousand</u> Dollars and <u>No.</u> Cents.	\$ <u>6000.00</u>	\$ <u>6000.00</u>
2.	3	EA	Project Signs, Installed as Directed and Removed at Project Completion, Complete in Place per Each, for <u>Four Hundred Fifty</u> Dollars and <u>No.</u> Cents.	\$ <u>450.00</u>	\$ <u>1350.00</u>
3.	10	Tons	HMAC (Type D) Levelup as Full Compensation for All Required Levelup on Project, complete and in place per Ton for <u>Seventy Five</u> Dollars and <u>Zero</u> Cents.	\$ <u>75.00</u>	\$ <u>750.00</u>
4.	62,435	SY	1-1/2-inch Hot Mix Asphaltic Concrete (HMAC) Overlay (Type D), as Shown on Drawing Sheets 2-8, complete and in place per Square Yard for <u>Two Dollars</u> Dollars and <u>Ninety Five</u> Cents.	\$ <u>2.95</u>	\$ <u>184,183.25</u>
<u>TOTAL BASE BID AMOUNT</u>					\$ <u>192,283.25</u>

Item No.	Quantity	Unit	Description of Item and Unit Price of Item in Words	Unit Price	Total Item Cost
<u>ALTERNATE BID ITEMS</u>					
1A.	5,497	SY	1-1/2-inch Hot Mix Asphaltic Concrete (HMAC) Overlay (Type D) as Shown on Drawing Sheet 9, complete and in place per Square Yard for <u>Two</u> Dollars and <u>Ninety Five</u> Cents.	\$ <u>2.95</u>	\$ <u>16,216.15</u>
2A.	2,000	SY	1-1/2-inch Hot Mix Asphaltic Concrete (HMAC) Overlay (Type D) in Adjacent Locations as Directed, complete and in place per Square Yard for <u>Two</u> Dollars and <u>Ninety Five</u> Cents.	\$ <u>2.95</u>	\$ <u>5,900.00</u>
3A.	8,340	LF	Pavement Markings (Type 1), Double 4-inch Yellow, Solid, complete in place per Linear Foot for <u>No</u> Dollars and <u>Fifty</u> Cents.	\$ <u>.50</u>	\$ <u>4170.00</u>
4A.	2,240	LF	Pavement Markings (Type 1), Single 4-inch White, Solid, complete in place per Linear Foot for <u>No</u> Dollars and <u>Twenty Five</u> Cents.	\$ <u>.25</u>	\$ <u>560.00</u>
5A.	16,680	LF	Pavement Markings (Type 1), Single 4-inch White, Broken, complete in place per Linear Foot for <u>No</u> Dollars and <u>Twenty</u> Cents.	\$ <u>.20</u>	\$ <u>3336.00</u>

<u>Item No.</u>	<u>Quantity</u>	<u>Unit</u>	<u>Description of Item and Unit Price of Item in Words</u>	<u>Unit Price</u>	<u>Total Item Cost</u>
6A.	417	EA	Raised Pavement Markers, Class B, Type 2-A-A, Yellow, complete in place Per Each for <u>Two</u> Dollars and <u>Sixty Five.</u> Cents.	\$ <u>2.65</u>	\$ <u>1105.05</u>
7A.	25	EA	Raised Pavement Markers, Class B, Type 2-B-B, Blue, complete in place Per Each for <u>Three</u> Dollars and <u>Seventy Five.</u> Cents.	\$ <u>3.75</u>	\$ <u>93.75.</u>
8A.	417	EA	Raised Pavement Markers, Class B, Type 1-C, White, complete in place Per Each for <u>Two</u> Dollars and <u>Seventy.</u> Cents.	\$ <u>2.70</u>	\$ <u>1125.90.</u>

TOTAL ALTERNATE BID AMOUNT \$ 32,506.85

TOTAL BASE AND ALTERNATE BID AMOUNT \$ 224,790.10.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in a written "Notice to Proceed" from the County and to fully complete the project within sixty (60) calendar days, BASE BID AND ALTERNATE BID work, as awarded.

Upon receipt of a written notice to the acceptance of this bid, Bidder will execute the formal contract Agreement within ten (10) days and shall deliver the Surety Bonds and Insurance Certificate as required by the Instructions to Bidders.

Bid security as required by the Instructions to Bidders in the sum of Greater Amount Bid.
5%.

(\$ G.A.B.) is hereto attached.

The bid security is to become the property of the Owner in the event the Proposal is accepted by the County and the Agreement and bond are not executed within the time above set forth, as liquidated damages for the delay and additional expense to the County caused thereby.

Respectfully Submitted,

By Dean E. Lumbert

Title Secretary

(Corporate Seal,
if applicable)

J.D. Rummung Paving Co. Inc.
Business Name

15302 Marsha Street

Austin, Tx 78728
Address

(512) 251-3713
Telephone



Merchants Bonding Company

P.O. BOX 26720 • AUSTIN, TX 78755-0720

BID BOND PUBLIC WORK

KNOW ALL PERSONS BY THESE PRESENTS:

That JD Ramming Paving Co., Inc.

(hereinafter called the Principal) as Principal, and the MERCHANTS BONDING COMPANY (Mutual) a corporation of the State of Iowa, with its Home Office in the City of Des Moines, Iowa, (hereinafter called Surety), as Surety, are held and firmly bound to Williamson County

(hereinafter called the Obligor) in the full and just sum of (\$ 5% of greatest amount bid) Dollars

good and lawful money of the United States of America, to the payment of which sum of money well and truly to be made, the Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Signed and dated this 19th day of October, 2001

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Obligor shall make any award to the Principal for Paving Improvements, Williamson County, Texas-Precinct Two

according to the terms of the proposal or bid made by the Principal therefor, and the Principal shall duly make and enter into a contract with the Obligor in accordance with the terms of said proposal or bid and award, and shall give bond for the faithful performance thereof with the MERCHANTS BONDING COMPANY (Mutual) and Surety, or with other Surety or Sureties approved by the Obligor; or if the Principal shall, in case of failure to do so, pay to the Obligor the damages which the Obligor may suffer by reason of such failure, not exceeding the penalty of this bond, then this obligation shall be null and void; otherwise it shall be and remain in full force and effect.

IN TESTIMONY WHEREOF, the Principal and Surety have caused these presents to be duly signed and sealed.

JD Ramming Paving Co., Inc

Principal

Witness:

Johnny Guich

By

Sammy K Paddy, Jr.

Attest:

Paige Cully

MERCHANTS BONDING COMPANY (Mutual)

By

Sammy K Paddy, Jr.

CON 0333 AU (5/98)

Know All Persons By These Presents, that the MERCHANTS BONDING COMPANY (MUTUAL), a corporation duly organized under the laws of the State of Iowa, and having its principal office in the City of Des Moines, County of Polk, State of Iowa, hath made, constituted and appointed, and does by these presents make, constitute and appoint

Larry A. Lerche, Michael J. Hermes, Rebecca L. Crowley and/or
Sammy K. Paddy, Jr.

of Austin and State of Texas its true and lawful Attorney-in-Fact, with full power and authority hereby conferred in its name, place and stead, to sign, execute, acknowledge and deliver in its behalf as surety any and all bonds, undertakings, recognizances or other written obligations in the nature thereof, subject to the limitation that any such instrument shall not exceed the amount of:

TWO MILLION (\$2,000,000.00) Dollars

and to bind the MERCHANTS BONDING COMPANY (MUTUAL) thereby as fully and to the same extent as if such bond or undertaking was signed by the duly authorized officers of the MERCHANTS BONDING COMPANY (MUTUAL), and all such acts of said Attorney-in-Fact, pursuant to the authority herein given, are hereby ratified and confirmed.

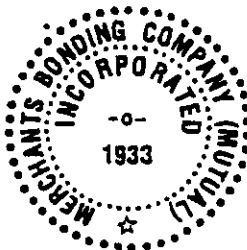
This Power-of-Attorney is made and executed pursuant to and by authority of the following Amended Substituted and Restated By-Laws adopted by the Board of Directors of the MERCHANTS BONDING COMPANY (MUTUAL) on October 3, 1992.

ARTICLE II, SECTION 8. - The Chairman of the Board or President or any Vice President or Secretary shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof.

ARTICLE II, SECTION 9. - The signature of any authorized officer and the Seal of the Company may be affixed by facsimile to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed.

In Witness Whereof, MERCHANTS BONDING COMPANY (MUTUAL) has caused these presents to be signed by its President and its corporate seal to be hereto affixed, this 1st day of January, 1999

MERCHANTS BONDING COMPANY (MUTUAL)

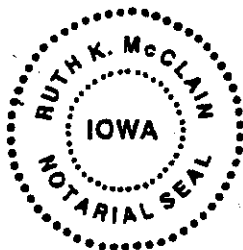


By *Larry Taylor*
President

STATE OF IOWA
COUNTY OF POLK ss.

On this 1st day of January, 1999, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of the MERCHANTS BONDING COMPANY (MUTUAL), the corporation described in the foregoing instrument, and that the Seal affixed to the said instrument is the Corporate Seal of the said Corporation and that the said instrument was signed and sealed in behalf of said Corporation by authority of its Board of Directors.

In Testimony Whereof, I have hereunto set my hand and affixed my Official Seal at the City of Des Moines, Iowa, the day and year first above written.



Ruth K. McClain
Notary Public, Polk County, Iowa

STATE OF IOWA
COUNTY OF POLK ss.

I, William Warner, Jr., Secretary of the MERCHANTS BONDING COMPANY (MUTUAL), do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY, executed by said MERCHANTS BONDING COMPANY (MUTUAL), which is still in force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the Seal of the Company on this 19th day of October 2001.



William Warner Jr.
Secretary

PROPOSAL
TO
WILLIAMSON COUNTY, TEXAS
FOR
2000-01 PAVING IMPROVEMENTS

Date: January 23, 2001

Proposal of Wheeler Coatings Asphalt Inc. (hereinafter called "Bidder") a (proprietorship)(corporation) organized and doing business under the laws of the State of Texas to Williamson County, Texas (hereinafter named "County" or "Owner"):

GENTLEMEN:

The Bidder, in compliance with your advertisement and Instructions to Bidders for construction of the 2000-01 PAVING IMPROVEMENTS – WILLIAMSON COUNTY PRECINCT TWO ("Project"); having examined the drawings and technical specifications with related documents, the site of the proposed work, and being familiar with all the conditions and requirements for construction of the proposed Project, including the availability of labor, materials and equipment for proper prosecution of the work, hereby proposes to furnish all labor, materials, plant and equipment to construct the Project in strict accordance with the Contract Documents and Specifications, within the time set forth herein and at the price(s) stated in the following schedule. The stated prices are sufficient to cover all expenses incurred in performing the work required under the Contract Documents of which this Proposal is a part.

Bidder acknowledges receipt of the following Addenda, as evidenced by the authorized signature(s) following:

ADDENDUM NO. <u>1</u>	BY: <u>[Signature]</u> <u>Jan 18, 2001</u>
ADDENDUM NO. _____	BY: _____
ADDENDUM NO. _____	BY: _____

ADDENDUM NO.1

January 18, 2001

Bid Opening 10:00 AM, January 23, 2001

To all Bidders: Please note the following changes in the Contract Documents for this project.

Item No. 1 - The following will replace Sections 24, 26 and 27 of the General Conditions of the Contract Documents:

Payments: Upon the issuance of the Certificate of Completion, the Engineer shall proceed to make final measurements and prepare a statement of the value of all work performed and materials furnished under the terms of the Agreement and shall certify same to the County. Payments shall be made by check from the County upon satisfactory delivery and acceptance of items and submission of the Invoice to the ordering department in accordance with the Prompt Payment Act. For purposes of payment discounts, time will begin upon satisfactory delivery of goods and/or submission of acceptable invoice, whichever is last. Partial payments will not be made unless specifically requested and approved by the County prior to contract award. As a minimum, invoices shall include:

1. Name, address and telephone number of Contractor and similar information in the event the payment is to be made to a different address
2. County Contract, Purchase Order, and/or delivery order number
3. Identification of items or service as outlined in the contract
4. Quantity or quantities, applicable unit prices, total prices, and total amount
5. Any additional payment information, which may be called for by the contract.

Payment inquiries should be directed to the Auditor's Office, Accounts Payable Department: Donna McKittrick, 943-1558 or Kathy Blankenship, 943-1557.

BIDDERS MUST ACKNOWLEDGE RECEIPT OF THIS ADDENDUM IN THE SPACE PROVIDED ON SHEET CP-1 OF THE CONTRACTOR'S PROPOSAL.

BID SCHEDULE

Item No.	Quantity	Unit	Description of Item and Unit Price of Item in Words	Unit Price	Total Item Cost
<u>BASE BID ITEMS</u>					
1.	1	LS	Install and Maintain Traffic Control Plan per MUTCD, as Approved, Complete for the Lump Sum Amount of <u>NINE THOUSAND</u> Dollars and <u>NO</u> Cents.	\$ <u>9000⁰⁰</u>	\$ <u>9000⁰⁰</u>
2.	3	EA	Project Signs, Installed as Directed and Removed at Project Completion, Complete in Place per Each, for <u>FIVE HUNDRED</u> Dollars and <u>NO</u> Cents.	\$ <u>500⁰⁰</u>	\$ <u>1500⁰⁰</u>
3.	10	Tons	HMAC (Type D) Levelup as Full Compensation for All Required Levelup on Project, complete and in place per Ton for <u>Forty</u> Dollars and <u>NO</u> Cents.	\$ <u>40</u>	\$ <u>400⁰⁰</u>
4.	62,435	SY	1-1/2-inch Hot Mix Asphaltic Concrete (HMAC) Overlay (Type D), as Shown on Drawing Sheets 2-8, complete and in place per Square Yard for <u>Two</u> Dollars and <u>NINETY FOUR</u> Cents.	\$ <u>2⁹⁴</u>	\$ <u>183,558⁹⁰</u>
<u>TOTAL BASE BID AMOUNT</u>				\$ <u>194,458⁹⁰</u>	

Item No.	Quantity	Unit	Description of Item and Unit Price of Item in Words	Unit Price	Total Item Cost
ALTERNATE BID ITEMS					
1A.	5,497	SY	1-1/2-inch Hot Mix Asphaltic Concrete (HMAC) Overlay (Type D) as Shown on Drawing Sheet 9, complete and in place per Square Yard for <u>THREE</u> Dollars and <u>NO</u> Cents.	<u>3.⁰⁰</u>	<u>\$ 16,491.⁰⁰</u>
2A.	2,000	SY	1-1/2-inch Hot Mix Asphaltic Concrete (HMAC) Overlay (Type D) in Adjacent Locations as Directed, complete and in place per Square Yard for <u>THREE</u> Dollars and <u>NO</u> Cents.	<u>3.⁰⁰</u>	<u>\$ 6000.⁰⁰</u>
3A.	8,340	LF	Pavement Markings (Type 1), Double 4-inch Yellow, Solid, complete in place per Linear Foot for <u>NO</u> Dollars and <u>FIFTY</u> Cents.	<u>.50</u>	<u>\$ 4170.⁰⁰</u>
4A.	2,240	LF	Pavement Markings (Type 1), Single 4-inch White, Solid, complete in place per Linear Foot for <u>NO</u> Dollars and <u>TWENTY FIVE</u> Cents.	<u>.25</u>	<u>\$ 560.⁰⁰</u>
5A.	16,680	LF	Pavement Markings (Type 1), Single 4-inch White, Broken, complete in place per Linear Foot for <u>NO</u> Dollars and <u>TWENTY</u> Cents.	<u>.20</u>	<u>\$ 3336.⁰⁰</u>

<u>Item No.</u>	<u>Quantity</u>	<u>Unit</u>	<u>Description of Item and Unit Price of Item in Words</u>	<u>Unit Price</u>	<u>Total Item Cost</u>
6A.	417	EA	Raised Pavement Markers, Class B, Type 2-A-A, Yellow, complete in place Per Each for <u>TWO</u> Dollars and <u>SIXTY FIVE</u> Cents.	\$ <u>2⁶⁵</u>	\$ <u>1105⁰⁵</u>
7A.	25	EA	Raised Pavement Markers, Class B, Type 2-B-B, Blue, complete in place Per Each for <u>THREE</u> Dollars and <u>SEVENTY FIVE</u> Cents.	\$ <u>3⁷⁵</u>	\$ <u>93⁷⁵</u>
8A.	417	EA	Raised Pavement Markers, Class B, Type 1-C, White, complete in place Per Each for <u>TWO</u> Dollars and <u>SEVENTY</u> Cents.	\$ <u>2⁷⁰</u>	\$ <u>1125⁹⁰</u>
TOTAL ALTERNATE BID AMOUNT				\$	<u>32,881⁷⁰</u>
TOTAL BASE AND ALTERNATE BID AMOUNT				\$	<u>227,340⁶⁰</u>

Bidder hereby agrees to commence work under this contract on or before a date to be specified in a written "Notice to Proceed" from the County and to fully complete the project within sixty (60) calendar days, BASE BID AND ALTERNATE BID work, as awarded.

Upon receipt of a written notice to the acceptance of this bid, Bidder will execute the formal contract Agreement within ten (10) days and shall deliver the Surety Bonds and Insurance Certificate as required by the Instructions to Bidders.

Bid security as required by the Instructions to Bidders in the sum of 5%

(\$ _____) is hereto attached.

The bid security is to become the property of the Owner in the event the Proposal is accepted by the County and the Agreement and bond are not executed within the time above set forth, as liquidated damages for the delay and additional expense to the County caused thereby.

Respectfully Submitted,

By

Title

(Corporate Seal,
if applicable)

Business Name

Address

Telephone

[Signature]
Vice President
Wheeler Construction Asphalt Inc
3099 N. IH 35
Randall TX 78664
(512) 346 3839



Bid Bond
Surety Department

KNOW ALL MEN BY THESE PRESENTS,

That we, **Wheeler Coatings Asphalt, Inc.**, 3099 N. IH-35, Round Rock, Texas 78664 as Principal, hereinafter called the Principal, and the **Hartford Fire Insurance Company**, a corporation created and existing under the laws of the State of Connecticut, whose principal office is in **Hartford, Connecticut**, as Surety, hereinafter called the Surety, are held and firmly bound unto **Williamson County Prec. No. 2, Georgetown, Texas** as Obligee, hereinafter called the Obligee, in the sum of **Five (5%) percent of the amount bid**---Dollars (\$--- 5% ---), for the payment of which sum, well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Whereas, the Principal has submitted a bid for
2000 – 2001 Paving Improvements

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or contract documents with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and materials furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 16th day of January A.D. 2001 .

Witness
(If Individual)

Attest
(If Corporation)

Attest

(Approved by the American Institute of Architects,
A.I.A. Document No. A-310, 1970 Edition)
Form S-3266-4 Printed in U.S.A. 12-70

Wheeler Coatings Asphalt, Inc.

(Principal)

(SEAL)

By

Hartford Fire Insurance Company

(Surety)

(SEAL)

(SEAL)

By

John W Schuler,

Attorney-In-Fact

(SEAL)

1/30/2001

THE HARTFORD
HARTFORD PLAZA
HARTFORD, CONNECTICUT 06115

Page 155

- ☒ Hartford Fire Insurance Company
☒ Hartford Casualty Insurance Company
☐ Hartford Accident and Indemnity Company
☐ Hartford Underwriters Insurance Company

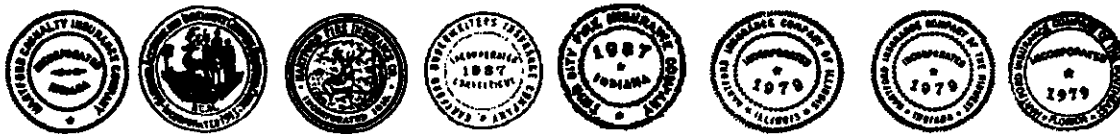
- Twin City Fire Insurance Company ☐
Hartford Insurance Company of Illinois ☐
Hartford Insurance Company of the Midwest ☐
Hartford Insurance Company of the Southeast ☐

KNOW ALL PERSONS BY THESE PRESENTS THAT the *Hartford Fire Insurance Company*, *Hartford Accident and Indemnity Company* and *Hartford Underwriters Insurance Company*, corporations duly organized under the laws of the State of Connecticut; *Hartford Insurance Company of Illinois*, a corporation duly organized under the laws of the State of Illinois; *Hartford Casualty Insurance Company*, *Twin City Fire Insurance Company* and *Hartford Insurance Company of the Midwest*, corporations duly organized under the laws of the State of Indiana; and *Hartford Insurance Company of the Southeast*, a corporation duly organized under the laws of the State of Florida; having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, **up to the amount of Unlimited:**

John W. Schuler
of
Austin, TX

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on September 12th, 2000, the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



Paul A. Bergenholtz

Paul A. Bergenholtz, Assistant Secretary

John P. Hyland

John P. Hyland, Assistant Vice President

STATE OF CONNECTICUT }
COUNTY OF HARTFORD } ss. Hartford

On this 19th day of September, 2000, before me personally came John P. Hyland, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.



Jean H. Wozniak

Jean H. Wozniak
Notary Public
My Commission Expires June 30, 2004

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of January 16, 2001.

Signed and sealed at the City of Hartford.



Colleen Mastroianni

Colleen Mastroianni, Assistant Vice President

AGENDA ITEM 31

Consider postponing bid date for Juvenile Facility from February 6, 2001 to February 20, 2001.

Moved: **Commissioner Limmer**

Seconded: **Commissioner Hays**

Motion: To postpone bid date for Juvenile Facility from February 6, 2001 to February 20, 2001.

Vote: 5 - 0

COMMISSIONERS COURT ADJOURNED TO EXECUTIVE SESSION AT 10:25 A.M. ON TUESDAY, JANUARY 30, 2001.

AGENDA ITEM 32

Discuss proposed right of way for SH 45: (EXECUTIVE SESSION REQUESTED as per VTCA Govt Code 551.072 pertaining to real property.)

No action taken in Executive Session.

AGENDA ITEM 33

Discuss parkland/trails land acquisition: (EXECUTIVE SESSION REQUESTED as per VTCA Govt Code 551.072 pertaining to real property.)

No action taken in Executive Session.

AGENDA ITEM 34

Discuss Georgetown real estate: (EXECUTIVE SESSION REQUESTED as per VTCA Govt Code 551.072 pertaining to real property.)

No action taken in Executive Session.

AGENDA ITEM 35

Discuss personnel: (EXECUTIVE SESSION REQUESTED as per VTCA Govt Code 551.074 pertaining to personnel.)

No action taken in Executive Session.

COMMISSIONERS COURT RECONVENED FROM EXECUTIVE SESSION AT 12:16 P.M. ON TUESDAY, JANUARY 30, 2001.

AGENDA ITEM 36

Discuss and take appropriate action on proposed right of way for SH 45.

Moved: **Commissioner Boatright**

Seconded: **Commissioner Limmer**

Motion: To authorize Charles Crossfield to negotiate with Melvin Simon for a tract on SH 45 that the county needs and to authorize Mr. Crossfield to draft a letter to the City of Austin requesting reimbursement for the tract, to be signed by the County Judge

Vote: 5 - 0